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18 UNITED STATES BANKRUPTCY COURT

19 FOR THE NORTHERN DISTRICT OF CALIFORNIA

20 In re

21 HOWREY LLP,

22 Debtor.

Case No. 11-31376 DM

Chapter 11

23 JOINT MOTION TO APPROVE A
SETTLEMENT WITH THE FORMER
HOWREY PARTNERS REPRESENTED
24 BY KTBS

25 Allan B. Diamond, chapter 11 trustee ("Trustee") of Howrey LLP ("Howrey"), and the
26 Official Committee of Unsecured Creditors (the "Creditors' Committee") hereby file this Motion

1 to Approve a Settlement with the former Howrey Partners represented by the law firm of Klee
2 Tuchin Bogdanoff & Stern LLP (“KTBS”). This joint motion shall hereinafter be referred to as
3 the “KTBS Howrey Partners Settlement Motion” and in support of this Joint Motion, the Trustee
4 and Creditors’ Committee respectfully state as follows:

5 INTRODUCTION

6 For over a year, the Trustee and Creditors’ Committee have been engaged in ongoing
7 settlement discussions with the KTBS law firm, which represents a substantial group of former
8 Level II equity partners at Howrey (the “KTBS Howrey Partners”). The negotiations have been
9 vigorously and painstakingly fought. All potential claims and defenses have been thoroughly
10 vetted, exchanged in legal memoranda having “brief-quality” work product, and argued face-to-
11 face, in volumes of correspondence and during innumerable telephone conferences spanning
12 almost two years under the auspices of Federal Rule of Evidence 408 and its state court
13 analogues. Indeed, collectively the parties have incurred substantial expenditures of attorneys’
14 fees and costs to reach this settlement. Moreover, the negotiations had to be mediated: The
15 Honorable Arthur J. Gonzalez (Ret.) spent two days with the parties in December of 2013.
16 Although a settlement was not reached at the mediation, the parties made substantial progress,
17 which was the basis for an agreement in principle shortly thereafter. Finally, the Trustee, the
18 Creditors’ Committee and the KTBS Howrey Partners reached a settlement on all terms this
19 spring that will not only bring in excess of \$4.2 million in cash to the Estate, but will also lay the
20 groundwork for potential additional settlements with the many remaining former Howrey
21 Partners during the months ahead. Thus, for the reasons set out for more fully below, the Trustee
22 and the Creditors’ Committee jointly request that the Court grant the KTBS Howrey Partners
23 Settlement Motion.
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FACTUAL BACKGROUND

A. Background of the Estate's Clawback Claims

On April 11, 2011 (the "Petition Date"), certain creditors of Howrey filed an involuntary petition for relief under chapter 7 of the United States Bankruptcy Code initiating Case No. 11-31376-DM (the "Bankruptcy Case") pending in the United States Bankruptcy Court for the Northern District of California (the "Bankruptcy Court"). On June 6, 2011, the Bankruptcy Court entered an order converting the Bankruptcy Case to a voluntary case under chapter 11 of the Bankruptcy Code.

On December 10, 2012, the law firm of Klee, Tuchin, Bogdanoff & Stern LLP ("KTBS") law firm filed and served a verified statement that it represented the KTBS Howrey Partners, a group of former Level II equity partners at Howrey, in connection with the Bankruptcy Case and "for the purpose of protecting and advancing certain common interests" held by the KTBS Howrey Partners. *See* Docket #913. Ultimately, KTBS came to represent sixty-one (61) partners in the group of KTBS Howrey Partners.

After the Trustee was appointed, he and his counsel identified claims against various former Howrey partners to recoup compensation each had received while Howrey was insolvent and/or unprofitable under various causes of action (the "Clawback Claims"). The Clawback Claims consist primarily of two types of claims – breach of contract claims (the "Contract Claims") and fraudulent transfer claims under the Bankruptcy Code (the "Fraudulent Transfer Claims").¹

¹ Although the Contract Claims and the Fraudulent Transfer Claims constitute the most valuable Clawback Claims, the Clawback Claims also include – and thus the definitions of "Clawback Claims" and "Trustee Released Claims" both include, unless otherwise expressly excluded – any and all claims and causes of action, whether under state or federal law, that were or could have been asserted by the Trustee or the Creditors' Committee arising out of, relating to, or deriving from Howrey's failure or its bankruptcy.

1 The Contract Claims arise from Section 9.2 of Howrey's Partnership Agreement. Section
2 9.2, titled "Draws," provides:

3 During the calendar year, each Level II Partner shall receive
4 advances against his/her share of Partnership profits in amounts
5 and on a schedule determined by the Executive Committee
6 ("Draws"). Such Draws are not salaries or any other form of
7 guaranteed compensation, and are at all times subject to
8 reconciliation with a partner's actual share of Partnership profits
9 during the time such partner is a partner of the Firm. In the event a
10 partner ceases to be a partner for any reason, and such partner's
11 draws within a calendar year exceed his/her share of actual cash
12 basis Partnership profits for the period of time he/she was a partner
13 in such year, such excess draws will be a debt owed to the Firm
and personally guaranteed by such partner. Notwithstanding any
other provisions of this Agreement, each Level II Partner hereby
acknowledges and agrees that such debt must be satisfied within
one hundred and eighty (180) days of his/her departure from the
Firm and that, unless otherwise paid by such date, such debt may
be satisfied by the Firm deducting such amount from the partner's
capital account.

14 The Fraudulent Transfer Claims arise from Sections 544, 548, and 550 of the Bankruptcy
15 Code (and the laws of numerous states and the District of Columbia, incorporated thereby), and
16 generally require the Trustee to prove that: (a) Howrey was insolvent at the time of the alleged
17 fraudulent transfer; and (b) Howrey did not receive reasonably equivalent value for the transfer;
18 or (c) the transfers were made with the intent to hinder, delay, or defraud creditors.
19

20 The Trustee sought to recover all Draws, return of capital, or other distributions of profits
21 to the KTBS Howrey Partners between the Second Quarter of 2010 through Howrey's
22 dissolution and bankruptcy. In general, the Trustee's insolvency theories were that Howrey was
23 balance sheet insolvent and unable to pay its debts as they came due during at least 2011 and as
24 far back as mid-to-late 2010, and that Howrey had been inadequately capitalized since at least
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1 April 2010. A summary of the facts underlying these insolvency theories can be found in the
2 unfinished business lawsuits the Trustee has filed against various law firm defendants.

3 By contrast, the KTBS Howrey Partners had various theories for why Howrey was
4 solvent at all times from the Second Quarter of 2010 through its dissolution and bankruptcy,
5 including for example: (a) Howrey purported to have turned a profit of \$125 million in 2010; (b)
6 Citibank's continued willingness to restructure Howrey's secured debt evidenced that the firm
7 was able to pay its debts and was adequately capitalized; and (c) Howrey's contingent fee assets
8 – particularly what are known as the Milk Cases – had tremendous value on the Firm's balance
9 sheet.
10

11 Additionally, the Trustee sought to treat all Draws, return of capital, and other
12 distributions of partners as distributions of Howrey's property that were not for reasonably
13 equivalent value as a matter of law because the distributions were on account of each partner's
14 equity interest and payments on account of equity are not for value. The Trustee also analyzed
15 other theories for the return of all or substantially all of the monies paid to the KTBS Howrey
16 Partners, but ultimately determined those theories were problematic.
17

18 The KTBS Howrey Partners responded to the reasonably equivalent value argument in
19 multiple ways, including the well-known *Annod* calculation argument: that a partner's value to
20 his firm should be judged by whether the partner generated more value through billing and
21 collections than he took out through draws. *See, e.g., Annod Corp. v. Hamilton & Samuels*, 100
22 Cal. App. 4th 1286, 1294, 13 Cal. Rptr. 2d 924 (2002).
23

24 **B. The Trustee's Negotiations with the KTBS Howrey Partners**

25 Shortly after KTBS appeared on behalf of the KTBS Howrey Partners, the Trustee and
26 his counsel began negotiations with counsel for the KTBS Howrey Partners, David Stern and

1 Matthew Heyn. The first meeting with Messrs. Stern and Heyn was in February, 2013 at
2 KTBS's office in Los Angeles. Under the auspices of FED. R. EVID. 408, the parties exchanged
3 information and preliminary analyses at this meeting and agreed that the parties would exchange
4 written arguments and settlement proposals.

5 During the spring of 2013 – from approximately March until May – the parties
6 exchanged detailed written arguments and settlement proposals related to the Clawback Claims.
7 Both the Trustee's materials and the materials provided by the KTBS Howrey Partners each
8 exceeded fifteen single-spaced pages in length with hundreds of pages of exhibits.

10 In May of 2013, the Trustee and his counsel had another in-person meeting at the KTBS
11 office in Los Angeles. At that time, the parties agreed to continue to exchange settlement
12 proposals and, if the prospect of a settlement appeared possible, to mediate the case if necessary.
13 From the summer of 2013 through the late fall, the Trustee and his counsel continued to engage
14 in settlement discussions with the KTBS Howrey Partners. In October, 2013, the Trustee agreed
15 with KTBS to proceed to mediation with a current or former federal bankruptcy judge. The
16 parties ultimately selected the Honorable Arthur J. Gonzalez (Ret.), former U.S. Bankruptcy
17 Judge for the Southern District of New York, and set the mediation for two days in December
18 2013 (the "Mediation").² In preparation for the Mediation, the parties prepared additional
19 written submissions and settlement proposals with Judge Gonzalez.

22 The Mediation took place on December 10th and 11th, 2013, in New York. On behalf of
23 the Estate, the Trustee attended the Mediation along with his litigation and tax counsel and the
24

26 ² In addition to the KTBS Howrey Partners, former Howrey partners currently practicing law at Jones Day participated in the Mediation.

1 Estate's financial advisor. A representative of the Creditors' Committee and its counsel, Brad
2 Englander, attended the Mediation on behalf of the Creditors' Committee.

3 The Mediation was productive, with Judge Gonzalez providing valuable assistance to the
4 parties in analyzing each other's legal arguments. The Mediation, however, did not result in an
5 immediate settlement, but it set the stage for one. The Trustee and his counsel agreed to
6 continue a dialogue with the KTBS Howrey Partners in the hopes of ultimately reaching
7 common ground and settlement.
8

9 In January 2014, the Trustee reached a broad agreement in principle with the KTBS
10 Howrey Partners, and then began documenting various e-mail term sheets and settlement
11 agreements. Throughout this entire process, the Trustee consulted with the Creditors'
12 Committee and its counsel, Mr. Englander, and received their support after their own thorough
13 analysis of the issues and proposals. Mr. Englander, in his capacity as counsel to the Creditors'
14 Committee, also independently participated in the settlement negotiations with respect to claims
15 against certain KTBS Howrey Partners against whom derivative authority was given to the
16 Creditors' Committee by this Court in 2012 due to a perceived conflict the Trustee had with
17 respect to those few Howrey partners. Thus, the Creditors' Committee and their counsel fully
18 participated in the negotiation, documentation, and execution of the parties' settlement in dual
19 capacities.
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1 **C. The Terms of the KTBS Howrey Partners Settlement³**

2 The KTBS Howrey Partners Settlement resolves the Clawback Claims – as well as the
3 Trustee Released Claims – by a payment from the KTBS Howrey Partners equal to 16% of the
4 amounts received by such partners during the relevant period of asserted insolvency of Howrey,
5 minus a credit for attorneys’ fees paid by the KTBS Howrey Partners to KTBS. The net amount
6 recovered by the Estate in the KTBS Howrey Partners Settlement is \$4,214,254.
7

8 The Trustee offered the KTBS Howrey Partners his settlement terms on the condition that
9 the KTBS Howrey Partners representing at least 70% of the amount sought by the Estate would
10 participate in the settlement. Ultimately, the Trustee obtained settlements from 60 of 61 of the
11 KTBS Howrey Partners, recipients of 99.1% of the transfers sought by the Estate from the KTBS
12 Howrey Partners.
13

14 Further, the KTBS Howrey Partner Settlement provides a structural mechanism and
15 approach for the Estate potentially to begin resolving claims against the remaining Level II
16 Former Equity Howrey Partners. After the detailed, thorough, and mediated process with the
17 KTBS Howrey Partners, the Trustee is prepared to offer the remaining Level II Former Equity
18 Howrey Partners, for a limited period of time, a settlement equal to 16% of the gross amounts
19 they received during the relevant asserted insolvency period. Based on prior participation in
20 similarly structured global settlements obtained in the Coudert and Dewey & LeBoeuf
21 bankruptcies, the Trustee hopes to quickly resolve the vast majority of the Clawback Claims
22 against these remaining Level II Former Equity Howrey Partners.
23

24 ³ This Motion, by necessity, describes the KTBS Howrey Partners Settlement, but does so in a manner which
25 is designed to be brief. In the event of any inconsistency between the terms of the KTBS Howrey Partners
26 Settlement and its description herein, the KTBS Howrey Partners Settlement (attached) controls. Also, the Motion
submits but one copy of the KTBS Howrey Partners Settlement, to which signature pages and exhibits are appended,
but does not include the agreement for each of the Settling Partners because the agreements are identical or
substantially identical save for immaterial changes that may be unique to very few partners.

1 Finally, the KTBS Howrey Partners insisted that the Trustee seek a settlement approval
2 order that permanently bars the prosecution of claims that are duplicative of or derive from the
3 Clawback Claims as well as of the Trustee Released Claims. Settlement at ¶¶ 1(b)(v), 3(a) &
4 7(a). It is the Trustee's understanding that this request arises from litigation pursued by Howrey
5 Claims, LLC (although it would apply equally to anyone else who desired to pursue claims that
6 are duplicative of or derive from the Clawback Claims or the Trustee Released Claims). As
7 discussed briefly below, this relief is appropriate under the governing law. While the KTBS
8 Howrey Partners Settlement requires the KTBS Howrey Partners to litigate this issue including,
9 if necessary, through any appeal, in seeking such a permanent injunction, it does not excuse their
10 payment under this Settlement Agreement if such an order is not obtained.
11

12 **ARGUMENT & AUTHORITIES**

13 **A. The *A&C Properties* Factors Overwhelmingly Support the KTBS Howrey Partners** 14 **Settlement**

15 The Trustee's ultimate decision to enter into the KTBS Howrey Partners Settlement is
16 guided by the factors set out in *Martin v. Kane (In re A&C Properties)*, 784 F.2d 1377, 1381 (9th
17 Cir. 1986), *cert. denied sub nom. Martin v. Robinson*, 479 U.S. 854 (1986). The factors
18 considered are "(a) [t]he probability of success in the litigation; (b) the difficulties, if any, to be
19 encountered in the matter of collection; (c) the complexity of the litigation involved, and the
20 expense, inconvenience and delay necessarily attending it; [and] (d) the paramount interest of the
21 creditors and a proper deference to their reasonable views in the premises." *Id.* (internal citations
22 omitted).
23

24 **Factor #1: Probability of Success in the Litigation.** Although the Trustee is confident
25 that the Estate would prevail in litigating the Clawback Claims, full-blown litigation with dozens
26

1 of partners would be costly to the Estate, with no ultimate guarantee of success in recovering an
2 amount in excess of what is received from the KTBS Howrey Partners Settlement. During the
3 multi-year settlement negotiation process, the KTBS Howrey Partners raised factual and legal
4 arguments that would require intense litigation not only on global issues such as Howrey's
5 insolvency, but also issues particularized to each partner, such as reasonably equivalent value.
6 Although this litigation might be resolved favorably to the Estate, it would take a significant
7 amount of time and resources to litigate against five dozen partners; thus, an immediate
8 settlement at the amounts discussed herein is, in the Trustee's business judgment, far more
9 beneficial to the Estate than protracted litigation having various downside risks.

11 **Factor #2: The Difficulties to be Encountered in Collection.** Here, the collection issue
12 is whether the Estate could collect on a judgment on the Clawback Claims against the KTBS
13 Howrey Partners. As with any litigation against individuals, some partners may have sufficient
14 assets to pay the judgment; others may not have assets that are subject to judgment enforcement
15 under state and federal law or otherwise sufficient to pay the full amount of the Clawback
16 Claims. Based on settlement conversations that the Trustee or his counsel have had with
17 individual KTBS Howrey Partners, the Trustee has learned that although the KTBS Howrey
18 Partners are Howrey's most highly compensated equity partners, for the 2009-2011 period the
19 partners received far less in compensation than they had expected. Moreover, many of the
20 KTBS Howrey Partners had borrowed money from lenders such as Citibank to finance their
21 capital contributions, and have lost the value of that capital contribution in Howrey's bankruptcy.
22 Those KTBS Howrey Partners who have moved from Howrey to new law firms likely had to
23 make additional capital contributions to their new law firms, either further increasing their debt
24 load or depleting their cash reserves. Thus, the Trustee believes that the KTBS Howrey Partners
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1 Settlement satisfies the second *A&C Properties* factor because there may be substantial
2 difficulties encountered in collecting on any judgment for the Clawback Claims against the
3 KTBS Howrey Partners.

4 **Factor #3: The Complexity of the Litigation Involved and its Expense,**
5 **Inconvenience and Delay.** This factor overwhelmingly supports the settlement. Litigating the
6 Clawback Claims against the KTBS Howrey Partners would be expensive, lengthy, and
7 inconvenient for the Estate. Protracted litigation against five dozen partners, each of whom is a
8 skilled and experienced trial advocate who would be represented by highly qualified bankruptcy
9 counsel at KTBS, would be difficult and time-consuming, with no guarantee of success.
10 Litigation would also require the Estate to spend substantial sums on attorneys' fees, financial
11 advisors (to address the issues unique to each partner), and expert witnesses on insolvency (if not
12 other areas). Thus, the third factor of the *A&C Properties* test, in the Trustee's business
13 judgment, supports the KTBS Howrey Partners Settlement.
14

15 **Factor #4: The Paramount Interest of the Creditors.** Finally, the KTBS Howrey
16 Partners Settlement is in the best interests of all creditors. As an initial matter, the Trustee has
17 kept the Creditors' Committee involved at every step of the negotiations with the KTBS Howrey
18 Partners, and the Creditors' Committee itself has derivative authority to prosecute some of the
19 Clawback Claims against certain KTBS Howrey Partners. The Creditors' Committee
20 participated in the Mediation and in multiple discussions with KTBS. The Creditors' Committee
21 has voted to approve the settlement and has signed off of each of the individual settlement
22 agreements with the KTBS Howrey Partners. Accordingly, the Creditors' Committee files this
23 Motion jointly with the Trustee.
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1 Further, the amount of the KTBS Howrey Partners Settlement is significant. It is twice
2 the amount recovered in the settlement with Baker & Hostetler LLP's former Howrey partners,
3 and is substantially equal to or more than other settlements of Clawback Claims that the Estate
4 previously has attained. The KTBS Howrey Partners Settlement also provides a platform for
5 future recoveries by establishing an amount (approved by the Creditors' Committee) and
6 mechanism for additional Level II partner settlements. And the magnitude of the KTBS Howrey
7 Partner Settlement alone – in excess of \$4.2 million – brings the Estate closer to being able to
8 offer a confirmable chapter 11 Plan of Liquidation.
9

10 In sum, the KTBS Howrey Partners Settlement permits the Estate to collect a substantial
11 amount of money while minimizing costs to the Estate. Accordingly, the KTBS Howrey
12 Partners Settlement meets the fourth and final *A&C Properties* factor. For the reasons set forth
13 above, and because the Trustee and the Creditors' Committee believe that the KTBS Howrey
14 Partners Settlement is in the best interests of the Estate and its creditors, the movants request the
15 Court approve the KTBS Howrey Partners Settlement.
16

17 **B. The KTBS Howrey Partners Settlement's Injunction Against Derivative and**
18 **Duplicative Claims is Enforceable.**

19 The KTBS Howrey Partners Settlement seeks an order that includes “a provision that
20 permanently enjoins any person or entity from asserting a Trustee Released Claim or a
21 Duplicative Claim against the Settling Partner.” Settlement at ¶ 1(c). As defined by the KTBS
22 Howrey Partners Settlement, a Duplicative Claim is one that is “based on harm to Howrey or
23 transfer of Howrey's assets” or is otherwise “based on, duplicative of or derivative of any claim
24 of the Estate.” *Id.* at ¶ 1(b)(v). More broadly, a Trustee Released Claim is a claim that the
25 Trustee, the Creditors' Committee, or the Estate could have asserted against the Settling Partner.
26

1 *Id.* at ¶ 3(a). Enjoining a person or entity from pursuing a Trustee Released Claim or a
2 Duplicative Claim is permitted for one simple reason.

3 The enjoined claims are – and, in one particular case, have already been found to be –
4 property of the Estate that may be only pursued by the Trustee. *See, e.g., In re O'Reilly &*
5 *Collins*, Case No. C 13-31177 PJH, 2014 WL 460767, at *9-10 (N.D. Cal. Feb. 3, 2014). Thus,
6 if the Trustee releases claims that he and he alone owns, third parties should not permitted to
7 pursue those claims against the Settling Partners because doing so would violate basic principles
8 bankruptcy law, as well as general principles of fairness and equity. *See In re Emoral, Inc.*, 740
9 F.3d 875, 879 (3d Cir. 2014) (holding that creditors whose claims against the debtor are owned
10 by the trustee are bound by the outcome of the trustee's action). Although the KTBS Howrey
11 Partners Settlement is probably self-executing in barring any creditor or other party from
12 pursuing the settling KTBS Former Howrey Partners on claims which are duplicative of or
13 derive from the Clawback Claims or Trustee Released Claims (*id.* at 879-81), it is also
14 appropriate for this Court to permanently enjoin the prosecution of such claims in order to
15 prevent creative pleading. *Marshall v. Picard*, 740 F.3d 81, 89 (2d Cir. 2014) (noting propriety
16 of bankruptcy court "inquir[ing] into the factual origins of the injury and, more importantly, into
17 the nature of the legal claims asserted"). Thus, for these reasons, the Trustee and the Creditors'
18 Committee request that this Court approve the KTBS Howrey Partners Settlement and enter a
19 Settlement Approval Order that permanently enjoins a third party from pursuing the Clawback
20 Claims, the Trustee Released Claims, and claims which are duplicative of or derive from the
21 Clawback Claims and/or the Trustee Released Claims.
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25 CONCLUSION

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1 For the foregoing reasons, the Trustee and the Creditors' Committee request that this
2 Court approve the KTBS Howrey Partners Settlement.

3 Dated: May 5, 2014

4 /s/ Andrew B. Ryan
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16 Facsimile: 703-280-3370
17 *Attorneys for the Official Committee of Unsecured*
18 *Creditors*

1 **CERTIFICATE OF SERVICE**

2 X (CM/ECF) The document was electronically served on the parties to this action via the
3 mandatory United States Bankruptcy Court of California CM/ECF system upon filing of above
described document.:

4 **SEE ATTACHED SERVICE LIST**

5 X (ELECTRONIC MAIL SERVICE) By electronic mail (e-mail) the above listed
6 document(s) without error to the email address(es) set forth below on this date.

7 **SEE ATTACHED SERVICE LIST**

8 X (UNITED STATES MAIL) By depositing a copy of the above-referenced documents for
9 mailing in the United States Mail, first class postage prepaid, at Houston, Texas, to the parties
listed on the Service List attached hereto, at their last known mailing addresses, on November
14, 2012.

10 **SEE ATTACHED SERVICE LIST**

11 (OVERNIGHT COURIER) By depositing a true and correct copy of the above
12 referenced document for overnight delivery via Federal Express, at a collection facility
maintained for such purpose, addressed to the parties on the attached service list, at their last
known delivery address, on the date above written.

13 (COURIER SERVICE) By providing true and correct copies of the above referenced
14 documents [with copies of the supporting detailed invoices/attorney time records for the Final
Fee Application] via courier delivery, to the following on or about _____:

15
16 (FACSIMILE) That I served a true and correct copy of the above-referenced document via
17 facsimile, to the facsimile numbers indicated, to those people listed on the attached service list,
on the date above written.

18 /s/ Andrew B. Ryan

19 Andrew B. Ryan

1 **NOTICE OF SERVICE**

2 X (CM/ECF) The document was electronically served on the parties to this action via the
3 mandatory United States Bankruptcy Court of California CM/ECF system upon filing of above
4 described document:

5 **SEE ATTACHED SERVICE LIST**

6 X (ELECTRONIC MAIL SERVICE) By electronic mail (e-mail) the above listed
7 document(s) without error to the email address(es) set forth below on this date:

8 **SEE ATTACHED SERVICE LIST**

9 X (UNITED STATES MAIL) By depositing a copy of the above-referenced documents for
10 mailing in the United States Mail, first class postage prepaid, at Houston, Texas, to the parties
11 listed, at their last known mailing addresses, on this date:

12 **SEE ATTACHED SERVICE LIST**

13 (OVERNIGHT COURIER) By depositing a true and correct copy of the above
14 referenced document for overnight delivery via Federal Express, at a collection facility
15 maintained for such purpose, addressed to the parties on the attached service list, at their last
16 known delivery address, on the date above written.

17 (COURIER SERVICE) By providing true and correct copies of the above referenced
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20 (FACSIMILE) That I served a true and correct copy of the above-referenced document via
21 facsimile, to the facsimile numbers indicated, to those people listed on the attached service list,
22 on the date above written.

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/s/ Andrew B. Ryan

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